

REMARKS

Claims 1-30 were pending in the Application at the time of the October 5, 2004 Office Action; those same claims are currently pending.

In the Office Action, the Examiner rejected Claims 1-10 and 11-20 under 35 U.S.C., second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as the invention. The Examiner further rejected Claims 1-5, 10-15, 20-25 and 30 under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,478,523 to Meijer ("Meijer") in view of U.S. Patent No. 6,682,417 to Covington et al. ("Covington"). Finally, the Examiner rejected Claims 6-9, 16-19, and 26-29 under 35 U.S.C. 103(a) as being unpatentable over Meijer in view of Covington and further in view of U.S. Patent No. 5,407,390 to Carney et al. ("Carney"). In light of the foregoing amendments and following Remarks, the Applicants respectfully request reconsideration.

35 U.S.C. 112, Second Paragraph. Rejection of Claims 1-10 and 11-20:

Claims 1-10:

Claim 1 contains the limitation "an elevation sufficiently lower." According to the Examiner, it is unclear what the Applicants consider "sufficient." The Applicants have thus amended Claim 1 to remove the term "sufficient." Claim 1 further contains the limitation "the extension will be oriented an be to extend in a downward direction." The Examiner believes this limitation is unclear. Thus, the Applicants have further amended Claim 1 so as to delete the phrase "be oriented an be to". The limitation now correctly reads: "the extension will extend in a downward direction."

It is therefore submitted that amended Claim 1 and original Claims 2-10, which depend from Claim 1, meet the requirements of 35 U.S.C. 112, second paragraph.

Claims 11-20:

Claim 11 contains the clause "pivotable between a closed position in covering relation to an open side of the basket and an open position extending sidewardly from the basket." According to the Examiner, it is unclear whether the object of the clause is the extension or the unloaded door. Accordingly, the Applicants have inserted the phrase --, the door being-- to the original clause. The amended clause now reads: ", the door being pivotable between a closed position in covering relation to an open side of the basket and an open position extending sidewardly from the basket." Claim 11 further contains the term "therefrom" in line 15. The Examiner believes it is unclear what this term refers to. Thus, the Applicants have inserted the phrase --from the distal end of the door-- and deleted the term "therefrom" into/from the original clause. The amended clause thus reads: "a deployed position extending sidewardly from the distal end of the door when the door is in the open position."

It is therefore submitted that amended Claim 11 and original Claims 12-20, which depend from Claim 11, meet the requirements of 35 U.S.C. 112, second paragraph.

35 U.S.C. 103(a) Rejection of Claims 1-5, 10-15, 20-25, 30; & 6-9, 16-19, 26-29:

Claims 1-5, 10-15 20-25, and 30:

Claims 1-5, 10-15 20-25, and 30 were all rejected as being unpatentable over Meijer in view of Covington. In light of the foregoing amendments and current Remarks, reconsideration is respectfully requested. In the rejection, the Examiner stated that Meijer discloses a basket 4 having a compacting device 1 and an open side (figure 1). The Examiner additionally submitted that Meijer includes a door closing 14, an open side of the basket, and a door extension 15. According to the rejection, the "door has a distal end, a proximal end and a cotton conveying surface with conveying elements 12. The door extension is pivotally attached to the distal end of the door and has an upper conveyor surface. In the open position the door extension extends downwardly from the door (figure 3). In the closed position, the door overlays the back of the cotton conveying surface on the door (figure 4)." However, according to the Examiner, the device in Meijer is a bale collector and not a cotton harvester. Thus, using Covington, it is the Examiner's opinion that it would have been obvious to one of ordinary skill in the art to make the harvesting machine of Meijer a cotton harvester as in Covington in order to increase the versatility of the device as to the type of harvesting.

In response to the rejection, the Applicants have amended independent Claims 1, 11, and 21 to more particularly point out and describe what the Applicants view as their invention. More specifically, each of independent Claims 1, 11, and 21 have been amended to specify that, in the stored position, the door extension (44, 66) is positioned within the interior of the basket 16. Because ample support for the amendments exist in the Specification at Page 14, Line 3 – Page 15, Line 10 and at Figures 10 and 11, no new

matter has been added.

In contrast, both Meijer and Covington teach away from positioning a door extension, in its stored position, within the interior of a cotton receiving basket of a cotton harvester.. In reference to Column 2, Line 64 – Column 3, Line 5 and Figures 1 and 4 of Meijer, it can be seen in that it is only contemplated that the “door extension” (i.e. rear roller bed part 15) be stored (i.e. for safe transportation) at the exterior of (i.e. no within) the “basket” (i.e. press channel 4). Further, in reference to Column 5, Lines 29-37 and Figure 1 of Covington, it can be seen that Covington also does not contemplate positioning a door extension (i.e. secondary door segment 44) within the basket 20 (i.e. module building chamber). Instead Covington only teaches positioning of its door extension exterior of the basket, as illustrated.

Accordingly, in light of the foregoing amendments to independent Claims 1, 11, and 21, it is hereby submitted that both Meijer and Covington teach away from the storage of a door extension within the interior of a cotton receiving basket of a cotton harvester. Thus, Meijer and Covington are improper references and should be removed. As such, amended independent Claims 1, 11, and 21 are in condition for allowance as being patentable and non-obvious over Meijer in light of Covington. Further, Claims 2-10; 12-20; and 22-30 are also patentable and in condition for allowance as being dependent from allowable independent base Claims 1, 11, and 21, respectively.

Claims 6-9, 16-19, and 26-29:

The Examiner further rejected dependent Claims 6-9, 16-19, and 26-29 as being unpatentable over Meijer in view of Covington, and further in view of Carney. In light of the preceding amendments and Remarks in reference to independent Claims

1, 11, and 21, Meijer and Covington are inappropriate references and should be withdrawn. Accordingly, the combination of any additional reference, such as Carney, is likewise improper as Carney also fails to teach storage of a door extension within the interior of a cotton receiving basket of a cotton harvester. It is thus believed that Claims 6-9, which depend from Claim 1; Claims 16-19, which depend from Claim 11, and Claims 26-29, which depend from Claim 21, are thus patentable over Meijer in view of Covington, and further in view of Carney.

In summary, and in accordance with the foregoing amendments and Remarks, it is believed that pending Claims 1-30 are in position for allowance. It is further believed that a one-month extension of time fee is due for the filing of this Amendment. Thus, the United States Patent and Trademark Office is hereby authorized to charge \$120.00, or any additional fee required to secure entry of this Amendment, to deposit account No. 03-1025. The Examiner is requested to contact the undersigned at the telephone number appearing below if such would advance the prosecution of this application.

Respectfully submitted,

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February 2, 2005